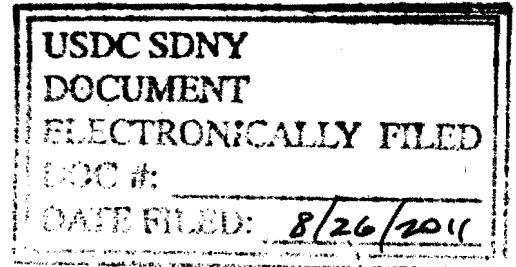


Adam W. Downs
ADowns@wbglp.com
Writer's Tel. Ext.: 323

August 25, 2011

VIA FACSIMILE TO (212) 857-2346
And FIRST CLASS MAIL

The Honorable Denny Chin
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street, Room 1020
New York, NY 10007



Re: Request for Conference
Securities and Exchange Commission v. Byers, *et. al.*
Civil Action No. 08-cv-7104 (DC)
Project/Property: 47 Dean Street, Brooklyn, NY 11201
Erin Construction – 47 Dean Street
File No. 787.011

Dear Judge Chin:

This firm represents Erin Construction & Development Co., Inc. ("Erin"). Erin remains due and owing \$649,788.33, plus interest, on account of labor, materials and equipment supplied by Erin for the construction of the condominiums located at 47 Dean Street, Brooklyn, NY ("Project"). Pursuant to your Honor's Orders dated December 7, 2009, December 16, 2009 and July 9, 2010, the Receiver has been directed to hold \$649,788.33 of the proceeds from the sale of the Project's condominium units pending the resolution of Erin's claim.

It has been nearly two years since Erin first reached out to the Receiver, offering to sit down, discuss the balance due, and resolve this matter. On June 1, 2011 the Receiver requested Erin's backup documentation and a breakdown of the balance due to Erin. The request was the first time that anyone working on behalf of the Receiver requested any information or documentation from Erin, notwithstanding prior offers by Erin to provide same. Within a week of the Receiver's request, Erin provided the requested breakdown and backup documentation. The documentation included Erin's unpaid payment applications, which were signed and approved for payment by the Project architect, Perkins Eastman.

Despite the documentation and information provided by Erin, the Receiver has stated that it disputes the balance due to Erin, apparently on account of information provided to the Receiver by the business partners of the Wextrust entities. Erin has demanded, on a number of occasions, that it be told what information the Receiver is relying upon to dispute the balance due. Notwithstanding promises to provide that information, the Receiver has still not done so.

In the Ninth Interim Report of the Receiver dated August 11, 2011, the Receiver disclosed that nine of the Project's ten condominium units have been contracted for sale. Accordingly, the funds necessary to pay Erin are, or will soon be, available. Based on the above, request is made for a conference with the Court so as to establish dates: i.) by which the Receiver must disclose the information and/or documentation it is relying upon; and ii.) for the trial and/or hearing on the balance due to Erin.

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The Honorable Denny Chin
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Thank you for your kind consideration of this request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Adam W. Downs'.

Adam W. Downs

AWD/tmp

cc: Mr. John Murnane, President
Erin Construction & Development Co., Inc.

Jonathan W. Ware, Esq.
Freshfields Bruckhaus Deringer US LLP (via facsimile to 202-777-4555)

The Receiver shall meet and confer with counsel for Erin and provide appropriate documentation in an effort to resolve matter. If they are unable to resolve the matter, Erin may request a conference or hearing and the Court will schedule one promptly.

SO ORDERED.

A handwritten signature in black ink, appearing to read 'USCJ'.
USCJ
8/26/11